



## Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form (Qualified Firms only)

### Purpose:

Sound Barrier, Visual Barrier and Various Wall Maintenance – District **X**

ITB #: Enter ITB/RFQ Number  
 Agreement #: 48400-410-0000033620-XXX

**Table 1 – General Information**

This solicitation is being conducted by the Georgia Department of Transportation under its authority to procure services ancillary to the construction and maintenance of a public road (as defined in O.C.G.A 32-1-3 (24) as provided for in O.C.G.A 32-2-61 © and (d) (1) (D).

Through this Invitation to Bid (ITB)/Request for Quote (RFQ) the Georgia Department of Transportation (hereinafter, “the Department or GDOT”) is seeking bids and Statements of Work from the qualified firms who have been awarded a Maintenance Master Services Agreement (MMSA) under a Request for Qualified Contractors (RFQC) (GDOT’s pre-qualification process) for **Sound Barrier, Visual Barrier and Various Wall Maintenance**.

The awarded firm/respondent (identified by name in Table 14 below and hereinafter referred to as “Contractor”) to this ITB/RFQ is subject to the terms and conditions of its MMSA with GDOT, which was awarded under a RFQC or prequalification process for **Sound Barrier, Visual Barrier and Various Wall Maintenance** and is specifically incorporated herein in **Table 10 below** hereinafter referred to as the “MMSA”), and this document, and is cautioned to completely review the entire ITB/RFQ and follow instructions carefully. General Information and Instructions regarding bid submissions are provided in the **General Information and Instructions** attached and included with the ITB.

The Department reserves the right to modify existing provisions or include additional provisions, which are not currently addressed herein and further reserves the right to reject any or all bids and/or Statements of Work, and to waive technicalities and informalities at its discretion.

<b>District/Contact for this ITB</b>	<b>Issuing Officer:</b>  <b>District Engineer:</b>	<b>Contact E-Mail:</b> Enter Issuing Officer's eMail  <b>Contact Email:</b>
<b>Vendor Contact Information</b>	<b>Company Name:</b>  <b>Point of Contact Name:</b>	<b>Contact E-Mail &amp; Phone Number:</b>

**Table 2 - Schedule of ITB Events**

Milestone	Date	Time
a. Department issues "Invitation to Bid"	Date As Published on the Georgia Procurement Registry ("GPR")	
b. Bidders/Offerors' Conference Location: Enter Conference Address (Street Address, City, State, Postal Code) Attendance is: Insert Either Optional or Mandatory	Click here to enter a date or DELETE and enter N/A.	AM
c. Deadline for Written Questions from Contractors	Click here to enter a date.	AM
d. Responses to Written Questions to Contractors	Click here to enter a date.	AM
e. Deadline for Bid Submittal	Date as Published on the GPR	
f. Notice of Award [NOA] (on or about) /Issuance of Purchase Order	Approximately 2 to 3 Weeks after closing	

**The above Schedule of ITB/RFQ Events represents the schedule that will be followed. All times indicated are Eastern time zone. The Department reserves the right to adjust the schedule as deemed necessary via Addendum to this**

**ITB/RFQ.**

**Table 3 - Location and Short Description of Services to be Performed**

Item #	Location/County	Route	Description	Category (if applicable)
1				
2				
3				

The detailed scope of work is included in Attachment 1 - Project Scope of Work-District X. Exact locations, description and estimated quantities are included in Attachment 1 – Appendix 1 – Locations, Description and Estimated Quantities.

**Table 4 - Deliverables**

☐ Not applicable ☒ See **Attachment 1** - Project Scope of Work

**Table 5 - Quality Acceptance**

See **Attachment 1** - Project Scope of Work, section A.3

**Table 6- Standard Specifications**

The current GDOT Standard Specifications listed below are those that may be applicable to all work available to be performed under the above-referenced MMSA. From that list, the Standard Specifications that are applicable to this Invitation to Bid's Project Scope of Work (**Attachment 1**) are indicated with an "X" below.

For convenience and easy access, the specifications can be viewed by clicking the following link.

<http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>.

The specifications are subject to being revised at any time. Any changes or revisions may be available in the form of a Special Provisions which are available via <http://www.dot.ga.gov/PS/Business/Source/SpecialProvisions>. It is the Contractor's responsibility for ensuring use of the latest version of the specifications, construction details, and/or standards. If there is a conflict between versions, the latest specification will govern.

The Contractor must comply with the terms of the above-referenced MMSA, project details, and any attachments referenced herein, in addition to the specifications indicated with an "X" below.

"X" All that Apply	Section	Title
<input checked="" type="checkbox"/>	101-149	General Provisions
<input type="checkbox"/>	150	Traffic Control
<input type="checkbox"/>	201	Clearing and Grubbing Right of Way
<input type="checkbox"/>	601	Criblock Retaining Wall
<input type="checkbox"/>	617	Permanent Anchored Walls
<input type="checkbox"/>	618	Permanent Anchored Tie-Down Wall
<input type="checkbox"/>	619	Permanent Anchored Slurry Diaphragm Wall
<input checked="" type="checkbox"/>	624	Standard Specification Section 624 - Sound Barriers
<input checked="" type="checkbox"/>	624	Special Provision Section 624 - Sound Barriers
<input checked="" type="checkbox"/>	624	Supplemental Specification 624 - Sound Barriers
<input type="checkbox"/>	625	Visual Barrier
<input type="checkbox"/>	626 (627)	Mechanically Stabilized Embankment Retaining Walls & (Contractor Design)
<input type="checkbox"/>	628	Permanent Soil Nailed Wall
<input type="checkbox"/>	630	Modular Block Retaining Wall System
<input type="checkbox"/>		

**Table 6.1 - Applicable Qualified Products List (QPL)**

<http://www.dot.ga.gov/PS/Materials/QPL>

Specific material to perform the described work must comply with the Specifications and be from a source listed on the Department's Qualified Products List (QPL). The Contractor must comply with the terms of the above-referenced MMSA, project details, and any attachments referenced herein in addition to the QPL#s indicated with an "X" below. The Contractor is responsible for ensuring that ALL material/products chosen by the Contractor is from a source approved by the Department

and is from the most current QPL List. The Contractor may access the QPL on line at <http://www.dot.ga.gov/PS/Materials/QPL> or may call the Department's Office of Materials and Testing at the number listed at the top right-hand corner of the applicable QPL for the most current sources.

The Department reserves the right to perform all sampling and testing in accordance with Section 106 of the Specifications referenced in Table 6. The Contractor must furnish the applicable certifications and documentation for all materials/products as required by the Specifications. Material which is not properly certified will be rejected. [ ]

<input type="checkbox"/>	QPL 9	Certified Pretested and /or precast concrete plants
<input type="checkbox"/>	QPL 42	Anti-Graffiti Coatings
<input type="checkbox"/>	QPL 53	Galvanizers
<input type="checkbox"/>	QPL 58	Filter Fabric Adhesives
<input type="checkbox"/>	[ ]	[ ]

**Table 7 - Applicable Construction Details and Standards**

<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>

The Construction Details and Standards listed below are those that may be applicable to all work available to be performed under the above-referenced MMSA. From that list, the Construction Details and Standards that are applicable to this Invitation to Bid's Project Scope of Work (**Attachment 1**) are indicated with an "X" below.

For convenience and easy access, hyperlinks have been provided for these Construction Details and Standards and they may be reviewed by clicking on the link in the applicable table. The Contractor may also access the Construction Details and Standards visiting <http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>. The Construction Details and Standards are subject to additions and subject being revised at any time. It is the Contractor's responsibility for ensuring use of the latest version of the Construction Details and/or Standards.

The Contractor must comply with the terms of the above-referenced MMSA, project details, and any attachments referenced herein in addition to the Construction Details and Standards indicated with an "X" below. [ ]

"X" All that Apply	Reference	Title
<input type="checkbox"/>	N-1A	<u>Sound Barrier Foundation</u>
<input type="checkbox"/>	N-1B	<u>Sound Barrier Foundation</u>
<input type="checkbox"/>	N-2	<u>Sound Barrier Details at Concrete Side Barrier</u>
<input type="checkbox"/>	N-3	<u>Spread Footing Alternate for Sound Barrier Wall</u>
<input type="checkbox"/>	N-4	<u>Sound Barrier, Type B, Interlocking Steel Panels</u>
<input type="checkbox"/>	N-5	<u>Sound Barrier, Type C, Precast Concrete Panels</u>
<input type="checkbox"/>	N-6	<u>Sound Barrier, Type F, Glass Reinforced Thermo</u>
<input type="checkbox"/>	N-7	<u>Sound Barrier, Type G, Precast Autoclaved Aerated</u>
<input type="checkbox"/>	N-8	<u>Noise Barrier Steel Doors</u>
<input type="checkbox"/>		

**Table 8 – Traffic Control**

In addition to traffic control requirements listed in this ITB/RFQ, the following additional requirements shall be adhered to:

1. [Manual of Uniform Traffic Control Devices \(MUTCD\), current edition](#)

**Table 9 – Agreement Duration**

<b>Work must begin no later than:</b>	Enter desired start date or reference section of scope of work
<b>Work must be completed no later than:</b>	Enter desired completion date or reference section of scope of work
<b>When work is begun, it must be completed within the total number of days indicated:</b>	Enter maximum allowed time to perform services or reference section of scope of work

In addition to the work schedule listed above, the following additional requirements shall be adhered to:

1. The Department will require the awarded Contractor to begin and complete work within the timeframe named above.
2. The Contractor is required to schedule, with the Department, the start of any work related to this ITB a minimum of 48 business hours in advance.

3. The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed.
4. Completion of work includes Department inspections and any work required to correct deficiencies noted by Department.

#### Table 10 – Incorporated Documents

The Contractor acknowledges that the documents listed in this Table are hereby incorporated into and made a part of this Bid. The Contractor acknowledges that the Contract, Addenda, and subsequent Purchase Orders are hereby incorporated as though expressly written herein. In the event of any conflict between the language in these documents, the following Order of Precedence shall prevail:

- A. MMSA #: **48400-410-0000033620-XXX** for Sound Barrier, Visual Barrier and Various Wall Maintenance (including any amendments/renewals)
- B. Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form, as Signed by GDOT (including attachments)
- C. Subsequent Purchase Orders

The Contractor shall not take advantage of any error or omission in any of the ITB/RFQ or RFQC components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Department.

#### Table 11 – Invitation to Bid Documents

This ITB/RFQ includes Tables 1 through 15 and Attachments 1 through 5. Agreement includes Exhibits and Appendices as listed below, which are hereto attached and incorporated herein by reference:

- A. Invitation to Bid (ITB)/Request for Quote (RFQ) Bid Form
- B. General Information and Instructions
- C. Attachment 1 - Project Scope of Work – District **X**
- D. Attachment 1 - Appendix 1 - Locations, description and estimated quantities
- E. Attachment 2 - Inspection Form (used by Department for specification compliance)
- F. Attachment 3 - Georgia Security and Immigration Compliance Act Affidavit (Contractor & Subcontractor)
- G. Attachment 4 – Bid Bond Form
- H. Attachment 5 – Performance Bond Form

The Contractor shall not take advantage of any error or omission in any of the ITB/RFQ or Contract components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Department.

#### Table 12 – Bid Form

All of the services which are available to the Qualified Maintenance Contractors for **Sound Barrier Wall Repair & Maintenance** are listed below; however, the Department seeks a bid only for the services indicated with an "x".

Having carefully examined the Invitation to Bid, General Information & Instructions, the Project Scope of Work, the Location, Description and Estimated Quantities (if applicable), and any Addendums, the Contractor proposes to provide the services to the Georgia Department of Transportation in accordance with all requirements set forth therein and in the MMSA, for the following bid prices:

Option 1: Use this option if line item pricing for all line items are desired		Unit of Measure	Price per UOM	Estimated Quantity	Line Total (Price per UOM X Est. Qty)
<input type="checkbox"/>	1. Sound Barrier Panels (Type <b>  </b> )	Per Hour		(Enter QTY)	\$ 0.00
<input type="checkbox"/>	2. Sound Barrier Post (Type <b>  </b> )	Per each Lane		(Enter QTY)	\$ 0.00
<input type="checkbox"/>	3. Sound Barrier, Install Single Door	Per each Lane		(Enter QTY)	\$ 0.00
<input checked="" type="checkbox"/>	4. Sound Barrier, Install Double Door	Per each Lane		(Enter QTY)	\$ 0.00
<input type="checkbox"/>	5. Sound Barrier, Removal & Disposal	Per each Lane		(Enter QTY)	\$ 0.00
<input type="checkbox"/>	6. Existing Sound Barrier, Re-Install	Per each Lane		(Enter QTY)	\$ 0.00
<input type="checkbox"/>	7. Clearing & Grubbing (Tree & Limb Removal & Disposal)	Lump Sum		(Enter QTY)	\$ 0.00
<input type="checkbox"/>	8. Traffic Control	Lump Sum		(Enter QTY)	\$ 0.00
<b>Bid Total</b>					<b>\$ 0.00</b>

<b>Option 2: Use this option if scope is well defined and one price for the complete job is desired</b>	<b>Unit of Measure</b>	<b>Price per UOM</b>	<b>Estimated Quantity</b>	<b>Line Total</b> (Price per UOM X Est. Qty)
Sound Barrier Wall Repair and Maintenance per section ___ of Attachment 1	Job		(Enter QTY)	\$ 0.00
<b>Option 3:</b>	<b>Unit of Measure</b>	<b>Price per UOM</b>	<b>Estimated Quantity</b>	<b>Line Total</b> (Price per UOM X Est. Qty)
Enter description	(Enter UoM)		(Enter QTY)	\$ 0.00

**Price Match:** A price match option is available for Georgia Resident, Small Businesses, and Georgia Resident Small Businesses as defined in Section C.3 of Attachment 1. The Contractor's bid must be within 5% or up to \$10,000 of the lowest responsive and responsible bid. In the event both the lowest bidder and the next lowest bidder qualify as a Georgia Resident, Small Businesses, and Georgia Resident Small Businesses, the price match option will be void.

If you identified your company as being a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses, do you agree to price match the lowest vendor's price for this bid? Check either of the three boxes below as appropriate for firm and desire to be considered for price matching.

- ☐ **Yes**, will price match the lowest vendor's price for this bid  
☐ **No**, will **not price** match the lowest vendor's price for this bid  
☐ **N/A**, not eligible for the price match option

### Table 13.1 –Mandatory Response from Bidder:

#### Bonds

The bid bond or proposal guaranty indicated below must be mailed or delivered in a sealed envelope to the address below prior to the deadline for bid submittals.

#### Mailing Address for USPS

Georgia Department of Transportation  
 Enter Issuing Officer's Name  
 Enter Issuing Officer's Mailing Street Address  
 Enter Issuing Officer's City, State, Postal Code

#### Physical Address for Overnight and Hand Delivery

Georgia Department of Transportation  
 Enter Issuing Officer's Name  
 Enter Issuing Officer's Mailing Street Address  
 Enter Issuing Officer's City, State, Postal Code

#### Bond Requirements

Any and all bonds must be issued by a company that, at the time of issuance, is authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia, is listed in the most current U.S. Treasury Circular No. 570, and has an A.M. Best rating of "A-" or better. In the event the bond is issued by an out of state agent, it shall be countersigned by a Georgia Resident Agent in accordance with the laws of Georgia. AIA (The American Institute of Architects) forms for any type of bonds are NOT acceptable.

#### Bid Bond or Proposal Guaranty

Contractor must submit a bid bond or proposal guaranty for each bid submitted to the Department. Bid bonds or proposal guarantees not received by the Department before the due/close date and time will not be accepted and bid rejected. The proposal guaranty must be in the form of bid bond, certified check or cashier's check in the amount of \$1,000.00 in accordance with O.C.G.A. 32-2-68.

Any proposal guaranty in the form of certified check or cashier's check must be made payable to the Georgia Department of Transportation.

#### Performance Bond

If the total bid price is greater than or equal to \$1.5mil, a Performance Bond equal to 100% of the Award Price, must be provided by the successful Bidder. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §32-2-70 et seq.

### Table 13.2 –Mandatory Response from Bidder:

#### Attachments

The following documents must be uploaded as a bid response in Team Georgia Marketplace prior to the deadline for bid submittals:



**a. Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form**

Contractor must utilize the **Table 12 – Bid Form** provided to indicate pricing to perform the services selected in **Table 12**. Contractors must enter all information directly on **Table 12**. Contractors must enter the value from the “Line Total” column in each corresponding line of the Sourcing Event. A bid must be entered for every line that has an “x” in **Table 12** in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Contractors must enter a price for each line item. Supplier must enter a value of “0” if there is no charge for the item. Cells left blank or cells containing “n/a” to indicate not available will be interpreted as “no offer” and will be cause for rejection of the bid response. The entire ITB/RFQ Bid Form must be completed in its entirety, signed by the Contractor’s personnel with the authority to obligate the Contractor and attached to the sourcing event with bid response.

**b. Georgia Security and Immigration Compliance Act Affidavit**

In addition to initial contract award, the Contractor’s continued compliance with the Georgia Security and Immigration Compliance Act will be a factor in the Department’s decision to award any bids or multi-year agreements. The Georgia Security and Immigration and Compliance Act (O.C.G.A.) 13-10-91 et seq. requires Contractors to file an affidavit that the Contractor and its subcontractors have registered and participate in a federal work authorization program intended to ensure that only lawful citizens or lawful immigrants are employed by the Contractor or subcontractor. The Department is required to obtain such signed and notarized affidavits from Contractor prior to entering into any public works contract involving the Contractor’s physical performance of services within the state of Georgia. A Contractor must attach to the sourcing event the affidavit at the time of bid response to be eligible for bid award.

Registration and participation in the federal work authorization program also extends to the supplier’s subcontractors. Therefore, to the extent the supplier’s response to the bid also identifies subcontractors; the Contractor’s response must also include signed and notarized affidavits from each of the identified subcontractors. If subcontractors are not identified until after contract award, the Contractor is required to identify the subcontractors to the state entity no later than five business days from the date the supplier enters into the agreement with the subcontractor but prior to any work being performed by the subcontractor. In addition to notifying the Department of the subcontractor(s), the supplier must also submit a signed and notarized affidavit from the subcontractor(s). Contractors should note the Contractor must obtain the Department’s approval prior to introducing new subcontractors.

**Table 13.3 –Mandatory Response from Bidder:  
Post Bid Close Submittals**

The intended awardee will be notified via e-mail of the Department’s intent to accept the Contractor’s bid. Within **ten (10) calendar days** of the email, the intended awardee must submit hard copies of the documents listed below to the Issuing Officer referenced in **Table 1**, with original signatures and applicable required notary seals. The final award is contingent on post bid submittals being received within **10 calendar days** and sufficiently meeting the Department’s needs.

**a. Invitation to Bid (ITB)/Request for Quote (RFQ) Form:** Original Hard copies of the ITB/RFQ Form with original signatures and required seals.

**b. Work Plan:**

The awarded Contractor is required to provide a detailed description/list of the following that the contractor plans to use for the Sound Barrier, Visual Barrier and Various Wall Maintenance Services in this District. The description/list will be evaluated to ensure the plan is sufficient for the requested work based solely on the Department’s experience and historical data for similar work or projects.

☐ Traffic Control Plan -

☐ Work Plan - Provide detailed work plan for accomplishing scope of services listed on this ITB. This shall include timelines. The Contractor’s must comply with the work schedule detailed in **Table 9 – Agreement Duration.**

☐ Equipment - Provide a detailed list of equipment to be utilized for accomplishing scope of services listed on this ITB.

☐ Personnel - Provide a detailed list of personnel and titles to be utilized for accomplishing scope of services listed on this ITB.

**c. Required Insurance Coverage and Certificates of Insurance:**

The Contractor shall, prior to the issuance of the PO/NTP, procure and maintain the insurance coverage listed in

subsection ARTICLE #110.B, of the Maintenance Master Services Agreement which shall protect the Contractor and GDOT (as an additional insured) from any claims for bodily injury, property damage, or personal injury throughout the duration of the work, at the Contractor's own expense. The Contractor will not be permitted to commence any work prior to the Department acceptance of insurance coverage. Failure to retain insurance for the term of the performance of the Services will result in a cease of work and may be grounds for termination.

#### Table 14 – Statement of Agreement

##### A. The Contractor agrees that:

1. It has not submitted substitutions or alternate bids and if so done the bid will be considered non-responsive and will not be considered for award.
2. It will be paid in monthly installments in accordance with the units of measure utilized.
3. This bid may not be revoked or withdrawn after the bid closes and will remain open for acceptance for a period of 180 days following such time.
4. It will provide services at the above stated price at the time stated herein and to furnish to GDOT all required documents required herein.

##### B. The foregoing statement of qualifications is submitted under oath.

1. Under oath I certify that I am a principal or other representative of the firm of **Enter Contractor's Legal Name** and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. We certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid/proposal. We certify that no person associated with our firm is an employee of, or affiliated with, GDOT or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is affiliated with GDOT has been paid or promised by the firm any compensation in connection with this procurement by GDOT.
2. Information given in response to the ITB/RFQ is full, complete and truthful.
3. I further certify that the Contractor and any principal employee of the Contractor has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.
4. I further certify that the Contractor has not been suspended or debarred from contracting with any federal, state or local government agency, and further, that the Contractor is not now under consideration for suspension or debarment from any such agency.
5. I further certify that the Contractor has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the Contractor is not now under any notice of intent to default on any such contract.
6. I acknowledge, agree and authorize, and certify that the Contractor acknowledges, agrees and authorizes, that GDOT may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the Contractor and that GDOT may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.
7. I acknowledge that a material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

##### C. The Contractor understands and agrees that:

1. This ITB/RFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all Contractors' responses must be submitted electronically in accordance with the instructions contained in **Section 2 "Instructions to Contractors"** of the **General Information and Instructions**. Submission of the attachments listed above constitutes the Contractor's entire bid response for this ITB/RFQ. The intended awardee will be notified by e-mail and must submit the hard copy of the bid response, with original signatures and required seals, along with any other requested documents to the Department's contact referenced in **Table 1** no later than 10 Calendar days after notification. Upon receipt of the winning Contractor's original bid package, the Department will issue a Notice of Award via a Purchase Order which will authorize the Contractor to begin work within the terms and conditions as set forth herein.

2. With submission of a bid, the Contractor agrees that he/she has carefully examined the ITB/RFQ and all associated document, and the Contractor agrees that it is the Contractor's responsibility to request clarification on any issues in any section of the ITB/RFQ bid form, attachments or appendixes with which the Contractor disagrees or needs clarified. The Contractor also understands that failure to mention these items in the bid will be interpreted to mean that the Contractor is in full agreement with the terms, conditions, specifications and requirements therein.
3. With submission of a bid, the Contractor hereby certifies: (a) that this bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Contractor has not directly or indirectly included or solicited any other Contractor to put in a false or insincere proposal; (c) that Contractor has not solicited or induced any person, firm, or corporation to refrain from sending a bid.

SAMPLE



**Table 15 - Signatures**

GEORGIA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
GDOT Signature

\_\_\_\_\_  
Typed or Printed Name and Title Above

ATTEST (only required if over \$1.5 Million):

\_\_\_\_\_  
Treasurer

**ENTER CONTRACTOR'S LEGAL NAME**

\_\_\_\_\_  
Contractor's Signature (Principal of Company)

\_\_\_\_\_  
Typed or Printed Name and Title Above

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**Attachment 1**  
**Project Scope of Work - District X**  
**ITB/Rfq # 48400-DOT0000xxx**

**A. Scope of Work to be Performed**

The Contractor should review the state route by visiting the site(s) when invited by the Department and by participating in any pre-bid meetings. After reviewing the Scope of Work, Deliverables, and site(s), Contractors shall provide the Department a detailed Statement of Work with its bid in response to the Invitation to Bid no later than the stated deadline.

The Contractor will be required to perform prep work, removal, installation and cleanup for Sound Barrier, Visual Barrier and Various Wall Repair & Maintenance as defined in this ITB. The majority of the work will occur on the Interstate and State Route system. The Contractor shall supply sufficient labor, equipment, tools, means of transportation, traffic control, and incidentals to perform work in accordance to specifications, and to ensure a safe work environment for employees and the traveling public within the time schedule specified.

**1. Scope**

Work under this Contract consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the service deliverables described in in **Table 3 and Appendix 1**. Contractor must furnish equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor must make a good faith effort to furnish the Department the fully operational equipment needed to perform Sound Barrier, Visual Barrier and Various Wall Repair & Maintenance at such time, and at such location(s) as directed by the Engineer.

Prior to start of work, Contractor must inspect equipment to ensure it is in good condition. Equipment must be fully operational for the performance of its intended purpose. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein.

**2. Deliverables**

The following deliverables are expected for work performed at the locations referenced in **Table 3**:  
The contractor will install, repair, and/or replace Sound Barrier, Visual Barrier and Various Walls at the locations provided per the specs checked in **Table 6, Table 6.1, and Table 7**.

**3. Quality Acceptance**

The services performed and products received shall be in accordance with GDOT specification guidelines and GDOT design criteria before the deliverables will be accepted.

**4. Statement of Work**

The Department will schedule applicable site visits to allow the Contractor to review the route and work section. The Contractor must provide a detailed Statement of Work that details the Contractor's solution for requested work for the applicable route(s). The Statement of Work must identify specific Sound Barrier Wall dimensions, Sound Barrier Wall locations, work quantities (contract bid items), work item costs, and timelines. In some cases, tree(s) and/or tree limb(s) removal will be required. Contractor must include in statement of work activities to cover the tree removal requirements at any location requiring this service. After removal Contractor may leave the cut debris on the right-of-way in a manner that leaves the debris out of the grassed areas of the right-of-way, if possible. If not, Contractor shall remove and properly dispose of tree debris away from the Department's the right-of way. See Section 201 – Clearing & Grubbing Right of Way.

The Contractor's Statement of Work must adhere to the work schedule detailed in **Table 9 – Agreement Duration**.

## 6. Personnel and Sub-Contractors

### 6.01 Personnel

- A. **Supervisor:** At all times, have on the work site as the Contractor's agent, a competent, English speaking Supervisor, thoroughly experienced in the type of work being performed. The Supervisor's main duties are to supervise the work crew. Supervisor may serve as a Worksite Traffic Control Supervisor (WTCS) if properly certified. The Contractor's Supervisor shall:
1. Have a working cell phone with them during duty hours;
  2. Be available at the work site when the work is being performed under this Contract;
  3. Act as the Contractor's authorized agent in all communications with the Department; and
  4. Be responsible for inspecting and reporting the need for major or emergency work to the Engineer immediately.
- B. **Crew:** Utilize the same crew(s) to perform the work in accordance with the requirements herein, whenever possible, so that the personnel can remain familiar with the Project.
1. Provide staff and staffing levels able to perform the work in accordance with the requirements herein.
  2. Use personnel who are competent, experienced, and skilled in all aspects of work requested under this ITB. The personnel performing these services will be under the sole responsibility of the Contractor.

### 6.02 Sub-Contractors

The Department expects the awarded contractor to be fully able to complete the Work as detailed in this ITB. The Department may, at its discretion, consider the use of subcontractors to accomplish the Work.

- A. If the Department approves the use of a subcontractor, the Contractor will be held wholly responsible for the actions, quality, and timeliness of all work performed by the subcontractor. The Department will communicate with the Contractor's Supervisor regarding all work.
- B. All requests to hire a subcontractor must be approved in writing. A minimum of ten (10) working days is needed to evaluate a request. The written request from the contractor shall include the following:
- C. A justification for the need to hire a subcontractor;
  1. The name, address, and phone number of the proposed subcontracting company;
  2. The number of employees proposed;
  3. The locations of work and revised work schedule; and
  4. The revised work crew roster list.
- D. Required documentation: If a sub-contractor is retained, Prime Contractor shall obtain and keep on file the following documentation:
  1. A notarized original copy of the Georgia Security and Immigration Compliance Act Affidavit (GSICA); and
  2. A Drug-free Workplace Certification form.

These forms must be received from the Sub-contractor annually when the Prime's contract is renewed by the Department. These forms must be available to GDOT personnel on request.

## 7. Traffic Control Plan:

Table 6 has the option to select Section 150 for Traffic Control and/or you may provide additional traffic control requirements in this section. DELETE this note after traffic control requirements are decided. ]

**Note: When there is an occurrence of conflicting requirements between Specifications and the MUTCD, the more stringent requirement shall control.**

## 8. Utility Conflicts:

If applicable to the services to be performed under this ITB, the Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the schedule established in **Table 9** of the ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 via web site: [www.georgia811.com](http://www.georgia811.com) or by submitting a request on-line or by telephone. Contractor shall perform no work until the site is marked, or that the Georgia811 organization indicates that there are no buried utilities at the location. Utility owners should be contacted a minimum of three (3) business days prior to the commencement of operations. Contractor may not commence work until utilities have been marked at the worksite(s).

The Contractor shall promptly notify the Department when the marking has been requested and when it has been accomplished. An email from the Contractor's supervisor to the Engineer, or his designee, shall be sufficient notification. Utility owners should be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

## 9. Allowable Work Hours:

### 9.01 Scheduling

The Contractor shall schedule all work to ensure the least inconvenience and the utmost in safety to the traveling public, the Contractor's, and the Department's forces. The Contractor shall move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic. The Department shall have the authority to suspend or stop the Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public.

The Department will require the awarded vendor to begin and complete work within the timeframe identified in **Table 9**. The Contractor is required to schedule, with the Department, the start of any work related to this ITB a minimum of 48 business hours in advance. The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed. Completion of work includes Department Inspections and any work required to correct deficiencies noted by Department.

### 9.02 Limitations

#### A. Lane Closures:

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern. The Contractor shall detail any required lane closures in the Traffic Control Plan, to be included in the overall Statement of Work, for Engineer approval.

- B.** In addition, the Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including, but not limited to, the following:

#### **HOLIDAY LANE CLOSURE RESTRICTIONS**

1. New Year's Day, between the hours of 6:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 p.m. the following Tuesday
2. Memorial Day, between the hours of noon on the Friday before and after 9:00 a.m. on the Tuesday after.
3. Independence Day, between the hours of noon the day before Independence Day and 8:00 a.m. the day after Independence Day.  
If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of noon the Thursday before Independence Day and 8:00 a.m. on the Tuesday after Independence Day
4. Labor Day, between the hours of noon Friday and 9:00 a.m. Tuesday.
5. Thanksgiving Day, between the hours of noon Wednesday and 9:00 a.m. Monday.
6. Christmas, between the hours of noon Christmas Eve and 9 a.m. the day following the holiday.
7. Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
8. The time of availability for the Work shall be the time the Contractor has all lane closures and traffic control in place for the Work based on the time restrictions listed above or as specified in the approved Traffic Control Plan.
9. The completion time for the Work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above, or in the approved Traffic Control Plan, and place traffic in the existing traffic pattern.
10. Failure to remove the lane closures within the time restrictions above, or within the restrictions specified in the approved Traffic Control Plan, will result in the assessment of liquidated damages against the Contractor. The liquidated damages will be assessed at the rate of Two Thousand Dollars (\$2,500.00) per fifteen minutes or portion thereof.

#### **Conflict with Holidays/Special Events:**

Should the Contractor's proposed maintenance schedule conflict with a Holiday or special event and, in the opinion of the Department, negatively impact traffic flow, the Department reserves the right to restrict maintenance operations by notifying the Contractor within forty-eight (48) hours prior to the scheduled maintenance activity. Additionally, the Department reserves the right to cancel or suspend activity when, in the sole opinion of the Department, there is the possibility of a hazard to the motoring public or maintenance personnel within the confines of the traffic work area established by the Contractor.

### **Special Terms and Conditions**

#### **1. Inspections and Non-Compliance**

##### **1.01 Inspections:**

The Department will perform inspections to:

1. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor and employees of GDOT safe.
2. Ensure that the Contractor adheres to the contract requirements by inspecting during and after contractor operations.



Inspections should be during operations and after operations to assess quality and proper completion. The Department may record inspections by taking photos of Contractors with date/time stamp application. The photos will be used to document issues with application performance.

The Department will complete the GDOT Inspection/Compliance Form after inspecting the work in progress and completed work. Upon inspection, the Engineer will notify the Contractor the Department's acceptance or rejection of the Work. All deficiencies in the Work noted by the Engineer shall be corrected by the Contractor within twenty-four (24) hours after notification unless noted otherwise. The Contractor will be expected to sign the complete GDOT Inspection/Compliance Form.

## 1.02 Non-Compliance:

When the Department determines that the Contractor has failed to perform the Work to the terms of the Contract, the Contractor shall be deemed in Contract Non-Compliance.

- A. The Department may withhold all payments if non-compliance occurs until non-compliant actions are corrected.
- B. Work deficiencies not identified during inspection will be reported to the Contractor by facsimile or electronic mail within seventy-two (72) hours.

## 2 Measurement and Non-Refundable Deductions

### 2.01 Measurement

The services covered under the scope of work of this ITB will be measured and accepted by the controlling specification unless otherwise noted in Table 12.

### 2.03 Non-Refundable Deductions

1. If the Department determines that the Contractor has failed to comply with work required under the terms of the ITB, the Contractor may be deemed in non-Compliant and subject to non- payment(s), non-refundable deductions and/or termination. If the contractor is deem non-compliant, the Department may exercise the following:
  - A. Performance deficiencies will be reported to the Contractor, by facsimile, within seventy-two (72) hours of Non-Compliance identification(s). A written copy of the facsimile will be mailed to the Contractor.
  - B. If the deficiencies in the Work shown below are not corrected within the twenty-four (24) hour time period to the satisfaction of the Engineer, non-refundable deductions may begin and may continue daily until the work has been corrected to the satisfaction of the Engineer.
  - C. Any non-refundable deductions will be deducted from the Contractor's invoice for payment.
2. The following are applicable non-refundable deductions:

<u>Specification Non-compliance Item/Deficient Work</u>	<u>Amount</u>
In the event that the Contractor fails to begin work as stated in Table 9 or as otherwise agreed in writing, non-refundable deductions will be charged against the Contractor for each calendar day beyond the fifteen (15) calendar days.	\$1,000.00/calendar day
Failure to comply with Lane Closure Restrictions	\$2,500.00 per 15 minutes
Damage to State infrastructure	At Cost

**3 Warranty:**

The contractor shall provide any available manufactures' warranty for all parts and assemblies furnished with this contract. Warranty must cover all replacement parts and labor.

**4 Department's Right to Cancel or Suspend Work**

The Department reserves the right to cancel or suspend repair or maintenance operations of the Contractor when, in its sole judgment, conditions warrant. The following are not all inclusive but are representative of conditions that may be in effect and may cause the Department to cancel or suspend Contractor maintenance repair activities, and removal from road, all equipment, personnel, material etc. including the lane closures in effect. The Department will have the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the Department to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. The Department has the right to require the Contractor to remove any employee from the premises temporarily or permanently when in the Departments sole opinion the employee is not suitable. The Contractor will remove this employee immediately and replace as quickly as possible.

**5 Construction Projects**

The Department reserves the right at any time to Contract for and/or perform other or additional work on or near the Work covered by the Contract.

If a road/parking lot/facility rehabilitation or improvement project is under construction or will be under construction where maintenance is scheduled, each contractor shall conduct the Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and save harmless the Department from any or all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

**6 Damages**

The Contractor must report any and all incidents or accidents that occur while performing service. All personal injury, vehicle and property damage accidents are to be verbally reported immediately by calling the District Engineer followed by a written report to the District Engineer, the Engineer inspecting the work, or his designee, within two (2) business days of any incident or accident. Contractor shall describe in full detail what occurred, and the extent of injury and damage, and shall provide the names of those individuals involved along with their contact phone numbers.

In the event that any damage to State infrastructure occurs during progress of the work and is caused by work operations, the Contractor will be required to repair or replace the damaged item with a like item at the Contractor's expense. In the event that damage occurs during progress of the work and is caused by work operations and said damage has to be repaired or replaced utilizing Department property, supplies, or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor's payment.

**Attachment 1 – Appendix 1**  
**Locations, Description and Estimated Quantities**  
**ITB/RFQ # 48400-DOT000xxx**

INSTRUCTIONS: The Project Scope of Services information above is generic. Before advertising the ITB, review and edit the Project Scope of Services information to ensure it is compatible with the project specific information inserted into Tables 3 through 13.3 and Appendix 1.

SAMPLE

**GDOT INSPECTION/COMPLIANCE FORM**

**Sound Barrier Wall Repair & Maintenance**

**Contractor's Name:** \_\_\_\_\_ **Project/ITB #** \_\_\_\_\_

**Inspection Location:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **District #:** \_\_\_\_\_

**GDOT Inspector Name & Title:** \_\_\_\_\_

<b>Inspection During Applications</b>	<b>Compliant</b>	<b>Non-Compliant</b>	<b>Not-Applicable</b>	<b>Comments</b>	<b>Correction Date</b>
Supervisor –on-site during work operations					
Adequate Staffing					
Equipment Mechanically worthy and/or appropriate					
Utilities properly marked					
WTCS Certification available on-site for inspection					
Traffic Control Properly done					
<b>Completed Quality Acceptance</b>					
Replacement Services					
Installation Services					
Maintenance Services					
Clearing & Grubbing (Tree & Limb Removal & Disposal)					
Other:					
Other:					

**GDOT INSPECTION/COMPLIANCE FORM**

**Sound Barrier Wall Repair & Maintenance at various locations along State Highways and Interstate Systems  
throughout the State of Georgia**

District: \_\_\_\_\_ Main Route: \_\_\_\_\_  
Project/ITB #: \_\_\_\_\_

**Corrective Actions or Additional Comments (Photos may be attached):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspected By: \_\_\_\_\_ Received By: \_\_\_\_\_  
GDOT Engineer/Designee Contractor

Approved By: \_\_\_\_\_  
GDOT Engineer/Designee





## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	<a href="#">Click here to enter text.</a>
Solicitation /Contract Name:	<a href="#">Click here to enter text.</a>

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Sub-Contractor's (Your) Name	
Sub-Contractor's Address:	
Solicitation/Contract No.:	<a href="#">Click here to enter text.</a>
Solicitation /Contract Name:	<a href="#">Click here to enter text.</a>

### SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of Contractor) on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
 FORM GDOT-SP402 ITB Bid Bond

STATE OF GEORGIA

BID BOND

PRINCIPAL (BIDDER)

SURETY

INVITATION TO BID:

COUNTY(IES)

AMOUNT OF BOND

\$1000.00

DATE BOND EXECUTED

KNOW ALL MEN BY THESE PRESENTS: That we, the Principal (Bidder) and Surety named above are held and firmly bound unto the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, hereinafter called the Oblige, in the full and just sum of the amount stated above in lawful money of the United States of America, to be paid to the Oblige, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal named above is herewith submitting a Proposal to the Oblige for the work identified by the project number(s) stated above and located in the county (ies) stated above.

UNLESS SPECIFICALLY MODIFIED BY A SPECIAL PROVISION, NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal is awarded the contract for which the proposal is submitted, said Principal shall, pursuant to Paragraph #104 of the Maintenance Master Services Agreement, after contract award, within ten (10) days after the contract forms for the above noted Invitation to Bid have been mailed to the Principal execute said contract and shall give satisfactory contract bond (on forms supplied by Oblige) which guarantees complete performance under the contract and the payment of all legal debts. Otherwise, the Bid Bond shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS:

ATTEST BY SECRETARY OR ASST. SECRETARY (1)

CORPORATE PRINCIPAL (1)

(SEAL)

(SEAL)

(SEAL)

ATTEST BY SECRETARY OR ASST. SECRETARY (2)

CORPORATE PRINCIPAL (2)

(SEAL)

(SEAL)

(SEAL)

WITNESS (1)

INDIVIDUAL OR PARTNERSHIP PRINCIPAL (1)

(SEAL)

WITNESS (1)

BY OWNER OR PARTNER (1)

(SEAL)

WITNESS (2)

INDIVIDUAL OR PARTNERSHIP PRINCIPAL (2)

(SEAL)

WITNESS (2)

BY OWNER OR PARTNER (2)

(SEAL)

NOTARY PUBLIC

SURETY

(SEAL)

BY AGENT OR ATTORNEY-IN-FACT

MY COMMISSION EXPIRES:

NOTE: Surety must be company acceptable as Surety on Federal Bonds. Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact shall be furnished. Affix Corporate Seals of Bidder (if a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporate officer.

DEPARTMENT OF TRANSPORTATION FORM GDOT-SP403 ITB Performance Bond		STATE OF GEORGIA Bond No.	
		PERFORMANCE BOND	
CONTRACTOR (BIDDER)			

SURETY COMPANY	
----------------	--

INVITATION TO BID:	COUNTY(IES)
--------------------	-------------

ORIGINAL CONTRACT AMOUNT (Must be Equal to the ITB Award Amount)	DATE BOND EXECUTED
---	--------------------

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor, as Principal, and the above-named Company duly authorized to to transact the business of suretyship in the State of Georgia, herein designated as Surety, are held and firmly bound, both "jointly and severally" as well as "severally" only, unto the Department of Transportation as Obligee (hereinafter called the Owner) in the penal sum of 120% of the Original Contract Amount.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force. It is mutually understood and agreed between the Principal, Surety, and Owner that this bond is to be construed as being in compliance with and subject to the provisions of Section 13-10-1 et seq. of the Official Code of Georgia Annotated. The Surety's aggregate liability hereunder shall in no event exceed the penal sum set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of the completion of the contract and the acceptance of the work by the Owner. If this limitation is made void by any law, controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS THIS                      DAY OF                      , 20                      :

SIGNATURE OF WITNESS FOR CONTRACTOR	SIGNATURE OF CONTRACTOR
-------------------------------------	-------------------------

(SEAL)

PRINTED NAME OF WITNESS FOR CONTRACTOR	PRINTED NAME OF SIGNED
--	------------------------

SIGNATURE OF WITNESS FOR SURETY	SIGNATURE OF SURETY'S ATTORNEY-IN-FACT
---------------------------------	--

(SEAL)

BY GEORGIA RESIDENT AGENT (IF APPLICABLE)	NAME AND ADDRESS OF ATTORNEY-IN-FACT
---	--------------------------------------

(SEAL)

NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF APPLICABLE)	NAME AND ADDRESS OF ATTORNEY-IN-FACT
--	--------------------------------------

NOTE: Surety must, at the time of issuance, be on the United States Treasury's listing of certified companies and have a Best Policyholders Rating of "A-" or better. Power of Attorney showing authority of Surety's Attorney-in-Fact shall be furnished. Affix Corporate Seals of Bidder (if a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporate officer.